

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

K.MIZRA LLC,

Plaintiff / Counterclaim Defendant,

v.

HEWLETT PACKARD ENTERPRISE  
COMPANY and ARUBA NETWORKS, LLC,

Defendants / Counterclaim Plaintiffs.

Civil Action No.: 2:21-cv-00305-JRG

**Jury Trial Demanded**

**PLAINTIFF K.MIZRA LLC'S ANSWER TO THE AMENDED COUNTERCLAIMS OF  
DEFENDANTS HEWLETT PACKARD ENTERPRISE COMPANY AND  
ARUBA NETWORKS, LLC**

Plaintiff and Counterclaim Defendant K.Mizra LLC ("K.Mizra") hereby provides its Answer and Affirmative Defenses to Defendants and Counterclaim Plaintiffs Hewlett Packard Enterprise Company ("HPE") and Aruba Networks, LLC's ("Aruba") (collectively, "Defendants" or "Counterclaim Plaintiffs") Amended Counterclaims (ECF No. 69, the "Amended Counterclaims"). K.Mizra has adopted headings found in the Amended Counterclaims for ease of reference. However, to the extent that such headings themselves contain factual and legal characterizations, K.Mizra denies such characterizations. K.Mizra denies all allegations not expressly admitted.

**GENERAL DENIAL**

Unless specifically admitted below, K.Mizra denies each and every allegation in the Amended Counterclaims. To the extent the headings of the Amended Counterclaims are construed as allegations, they are each denied.

**NATURE AND BASIS OF ACTION**

1. K.Mizra admits Counterclaim Plaintiffs purport to bring an action requesting "declarations that: (i) they do not infringe any valid, enforceable claim of U.S. Patent Nos. 8,234,705 ("the '705 Patent") and 9,516,048 ("the '048 Patent"), also referred to as "the Patents-in-Suit"; (ii) the claims of the Patents-in-Suit are invalid; and (iii) the products accused of infringing the Patents-in-Suit are subject to a covenant not to sue that precludes Counterclaim Defendant asserting such an infringing claim." K.Mizra denies that Counterclaim Plaintiffs are entitled to any relief. K.Mizra denies the remaining allegations in Paragraph 1 of the Amended Counterclaims, if any.

**THE PARTIES**

2. On information and belief, K.Mizra admits the allegations of Paragraph 2 of the Amended Counterclaims.

3. On information and belief, K.Mizra admits the allegations of Paragraph 3 of the Amended Counterclaims.

4. K.Mizra admits that it is a Delaware limited liability company with its principal place of business at 777 Brickell Ave., #500-96031, Miami, Florida 33131.

**JURISDICTION AND VENUE**

5. K.Mizra admits the allegations of Paragraph 5 of the Amended Counterclaims.

6. K.Mizra admits it is subject to personal jurisdiction within this District in this action and that venue is proper in this District. K.Mizra denies the remaining allegations in Paragraph 6 of the Amended Counterclaims, if any.

[REDACTED]

**FACTUAL ALLEGATIONS**

7. K.Mizra admits to being the present owner of the Asserted Patents (the '705 Patent and the '048 Patent). K.Mizra denies all other allegations of Paragraph 7 of the Amended Counterclaims, if any.

8. K.Mizra denies the allegations of Paragraph 8 of the Amended Counterclaims.

9. K.Mizra denies the allegations of Paragraph 9 of the Amended Counterclaims.

10. K.Mizra admits to producing on or about March 3, 2023 a confidential settlement and license agreement ("the Agreement"). K.Mizra denies all other allegations of Paragraph 10 of the Amended Counterclaims, if any.

11. K.Mizra admits MIZARUB-002279-2293 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. K.Mizra reserves the right to object to the admission of this document. K.Mizra denies all other allegations of Paragraph 11 of the Amended Counterclaims, if any.

12. [REDACTED]

[REDACTED]

K.Mizra denies all other allegations of Paragraph 12 of the Amended Counterclaims, if any.

13. [REDACTED]

[REDACTED]

14. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18. [REDACTED]

[REDACTED]

[REDACTED]

19. K.Mizra admits the United States Patent and Trademark Office ("USPTO") assignment records suggest that on or around March 30, 2017, Radix Holdings, LLC assigned the '705 Patent to Spectrum Patents, Inc. K.Mizra denies all other allegations of Paragraph 19 of the Amended Counterclaims, if any.

[REDACTED]

20. K.Mizra admits the USPTO assignment records suggest that on or around March 30, 2017, Raddix Holdings, LLC assigned the '048 Patent to Spectrum Patents, Inc. K.Mizra denies all other allegations of Paragraph 20 of the Amended Counterclaims, if any.

21. K.Mizra admits the USPTO assignment records suggest that on or around September 22, 2017, Spectrum Patents, Inc. assigned the '705 Patent to Network Security Technologies, LLC. K.Mizra denies all other allegations of Paragraph 21 of the Amended Counterclaims, if any.

22. K.Mizra admits the USPTO assignment records suggest that on or around September 22, 2017, Spectrum Patents, Inc. assigned the '048 Patent to Network Security Technologies, LLC. K.Mizra denies all other allegations of Paragraph 22 of the Amended Counterclaims, if any.

23. K.Mizra admits that on or around December 24, 2019, Network Security Technologies, LLC assigned the '705 Patent to K.Mizra, LLC. K.Mizra denies all other allegations of Paragraph 23 of the Amended Counterclaims, if any.

24. K.Mizra admits that on or around December 24, 2019, Network Security Technologies, LLC assigned the '048 Patent to K.Mizra, LLC. K.Mizra denies all other allegations of Paragraph 24 of the Amended Counterclaims, if any.

25. K.Mizra admits that the USPTO assignment records suggest that Radix Holdings, LLC was a prior assignee of the '705 Patent. K.Mizra denies all other allegations of Paragraph 25 of the Amended Counterclaims, if any.

26. K.Mizra admits that the USPTO assignment records suggest that Radix Holdings, LLC was a prior assignee of the '048 Patent. K.Mizra denies all other allegations of Paragraph 26 of the Amended Counterclaims, if any.

[REDACTED]

27. K.Mizra admits that USPTO assignment records suggest that Spectrum Patents, Inc. was a prior assignee of the '705 Patent. K.Mizra denies all other allegations of Paragraph 27 of the Amended Counterclaims, if any.

28. K.Mizra admits that USPTO assignment records suggest that Spectrum Patents, Inc. was a prior assignee of the '048 Patent. K.Mizra denies all other allegations of Paragraph 28 of the Amended Counterclaims, if any.

29. K.Mizra admits that Network Security Technologies, LLC is a prior assignee of the '705 Patent. K.Mizra denies all other allegations of Paragraph 29 of the Amended Counterclaims, if any.

30. K.Mizra admits that Network Security Technologies, LLC is a prior assignee of the '048 Patent. K.Mizra denies all other allegations of Paragraph 30 of the Amended Counterclaims, if any.

31. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

32. K.Mizra denies the allegations of Paragraph 32 of the Amended Counterclaims.

33. K.Mizra denies the allegations of Paragraph 33 of the Amended Counterclaims.

34. K.Mizra denies the allegations of Paragraph 34 of the Amended Counterclaims.

35. K.Mizra denies the allegations of Paragraph 35 of the Amended Counterclaims.

[REDACTED]

36. K.Mizra denies the allegations of Paragraph 36 of the Amended Counterclaims.

37. K.Mizra denies the allegations of Paragraph 37 of the Amended Counterclaims.

38. [REDACTED]

[REDACTED]

[REDACTED]

39. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

40. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 40 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 40 of the Amended Counterclaims.

41. [REDACTED]

[REDACTED]

[REDACTED]

42. [REDACTED]

[REDACTED]

[REDACTED]

43. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

44. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

45. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

46. K.Mizra admits it is now the owner of all rights, title and interest in and to the Asserted Patents. K.Mizra denies all other allegations of Paragraph 46 of the Amended Counterclaims, if any.

47. K.Mizra denies the allegations of Paragraph 47 of the Amended Counterclaims.

[REDACTED]

48. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

50. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 50 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 50 of the Amended Counterclaims.

51. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

52.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

53.

[REDACTED]

[REDACTED]

[REDACTED]

54.

[REDACTED]

[REDACTED]

[REDACTED]

55.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

56.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

57.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

58.

[REDACTED]

59.

[REDACTED]

60.

[REDACTED]

61.

[REDACTED]

62.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

63. K.Mizra denies the allegations of Paragraph 63 of the Amended Counterclaims.

64. K.Mizra admits that it initiated this lawsuit on August 9, 2021. K.Mizra denies the remaining allegations of Paragraph 64 of the Amended Counterclaims, if any.

65. K.Mizra admits that the Complaint alleges that Aruba infringes the Asserted Patents by making, selling, using, and offering for sale computer network security products and services such as the ClearPass Policy Manager, ClearPass OnGuard and equipment, including HPE Aruba Appliances "(e.g., the C1000, C2010, and C3010)3" [sic] and software including virtual appliances. K.Mizra denies the remaining allegations of Paragraph 65 of the Amended Counterclaims, if any.

66. K.Mizra also admits that it served its Initial Infringement Contentions on Counterclaim Plaintiffs on November 4, 2022 pursuant to Local Patent Rule 3-1. K.Mizra denies the remaining allegations of Paragraph 66 of the Amended Counterclaims, if any.

67. K.Mizra admits its Initial Infringement Contentions identified the ClearPass Policy Manager, ClearPass OnGuard and equipment, including HPE Aruba appliances (e.g., the C1000, C2010, and C3010), and software, including virtual appliances as Accused Instrumentalities with respect to its allegations of infringement of the '705 Patent against HPE and Aruba. K.Mizra denies the remaining allegations of Paragraph 67 of the Amended Counterclaims, if any.

68. K.Mizra admits its Initial Infringement Contentions identified the ClearPass Policy Manager, ClearPass OnGuard and equipment, including HPE Aruba appliances (e.g., the C1000, C2010, and C3010), and software, including virtual appliances as Accused Instrumentalities with

respect to its allegations of infringement of the '048 Patent against HPE and Aruba. K.Mizra denies the remaining allegations of Paragraph 68 of the Amended Counterclaims, if any.

69. K.Mizra denies the allegations of Paragraph 69 of the Amended Counterclaims.

70. K.Mizra denies the allegations of Paragraph 70 of the Amended Counterclaims.

71. K.Mizra denies the allegations of Paragraph 71 of the Amended Counterclaims.

72. K.Mizra denies the allegations of Paragraph 72 of the Amended Counterclaims.

73. K.Mizra admits that it seeks prejudgment interest and past damages for alleged infringement by HPE and Aruba of the '705 Patent but denies that HPE and Aruba are entitled to such damages. K.Mizra denies the remaining allegations of Paragraph 73 of the Amended Counterclaims, if any.

74. K.Mizra admits that it seeks prejudgment interest and past damages for alleged infringement by HPE and Aruba of the '048 Patent but denies that HPE and Aruba are entitled to such damages. K.Mizra denies the remaining allegations of Paragraph 74 of the Amended Counterclaims, if any.

75. On information and belief, K.Mizra admits that Counterclaim Plaintiffs served their Initial Invalidity Contentions on K.Mizra on April 14, 2023.

**FIRST COUNTERCLAIM**  
**(DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '705 PATENT)**

76. K.Mizra incorporates by reference and re-alleges the above paragraphs of this Answer, as if fully set forth herein.

77. K.Mizra denies the allegations of Paragraph 77 of the Amended Counterclaims.

78. K.Mizra admits to filing a Complaint against Counterclaim Plaintiffs alleging infringement of the '705 Patent. K.Mizra denies the remaining allegations of Paragraph 78 of the Amended Counterclaims, if any.

79. The allegations in Paragraph 79 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 79 of the Amended Counterclaims, those allegations are denied.

80. The allegations in Paragraph 80 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 80 of the Amended Counterclaims, those allegations are denied.

**SECOND COUNTERCLAIM**  
**(DECLARATORY JUDGMENT OF INVALIDITY OF THE '705 PATENT)**

81. K.Mizra incorporates by reference and re-alleges the above paragraphs of this Answer, as if fully set forth herein.

82. K.Mizra denies the allegations of Paragraph 82 of the Amended Counterclaims.

83. K.Mizra denies the allegations of Paragraph 83 of the Amended Counterclaims.

84. K.Mizra denies the allegations of Paragraph 84 of the Amended Counterclaims.

85. K.Mizra denies the allegations of Paragraph 85 of the Amended Counterclaims.

86. K.Mizra admits an actual controversy exists. K.Mizra denies all other allegations of Paragraph 86 of the Amended Counterclaims, if any.

87. The allegations in Paragraph 87 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 87 of the Amended Counterclaims, those allegations are denied.

88. The allegations in Paragraph 88 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 88 of the Amended Counterclaims, those allegations are denied.

**THIRD COUNTERCLAIM**  
**(DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '048 PATENT)**

89. K.Mizra incorporates by reference and re-alleges the above paragraphs of this Answer, as if fully set forth herein.

90. K.Mizra denies the allegations of Paragraph 90 of the Amended Counterclaims.

91. K.Mizra admits to filing a Complaint against Counterclaim Plaintiffs alleging infringement of the '048 Patent. K.Mizra denies the remaining allegations of Paragraph 91 of the Amended Counterclaims, if any.

92. The allegations in Paragraph 92 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 92 of the Amended Counterclaims, those allegations are denied.

93. The allegations in Paragraph 93 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 93 of the Amended Counterclaims, those allegations are denied.

**FOURTH COUNTERCLAIM**  
**(DECLARATORY JUDGMENT OF INVALIDITY OF THE '048 PATENT)**

94. K.Mizra incorporates by reference and re-alleges the above paragraphs of this Answer, as if fully set forth herein.

95. K.Mizra denies the allegations of Paragraph 95 of the Amended Counterclaims.

96. K.Mizra denies the allegations of Paragraph 96 of the Amended Counterclaims.

97. K.Mizra denies the allegations of Paragraph 97 of the Amended Counterclaims.

98. K.Mizra denies the allegations of Paragraph 98 of the Amended Counterclaims.

99. K.Mizra admits to filing a Complaint against Counterclaim Plaintiffs alleging infringement of the '048 Patent. K.Mizra denies the remaining allegations of Paragraph 99 of the Amended Counterclaims, if any.

100. The allegations in Paragraph 100 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 100 of the Amended Counterclaims, those allegations are denied.

101. The allegations in Paragraph 101 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 101 of the Amended Counterclaims, those allegations are denied.

**FIFTH COUNTERCLAIM**  
**(BREACH OF CONTRACT)**

102. K.Mizra incorporates by reference and re-alleges the above paragraphs of this Answer, as if fully set forth herein.

103. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 103 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 103 of the Amended Counterclaims.

104. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 104 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 104 of the Amended Counterclaims.

105. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 105 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 105 of the Amended Counterclaims.

[REDACTED]

106. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 106 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 106 of the Amended Counterclaims.

107. [REDACTED]

[REDACTED]

[REDACTED]

108. K.Mizra admits that it is the owner of the Asserted Patents. K.Mizra denies the remaining allegations of Paragraph 108 of the Amended Counterclaims, if any.

109. K.Mizra denies the allegations of Paragraph 109 of the Amended Counterclaims.

110. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

111. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

112. [REDACTED]

113. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

114. [REDACTED]

115. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

116. [REDACTED]

117. K.Mizra denies the allegations of Paragraph 117 of the Amended Counterclaims.

118. K.Mizra denies the allegations of Paragraph 118 of the Amended Counterclaims.

[REDACTED]

119. K.Mizra denies the allegations of Paragraph 119 of the Amended Counterclaims.

**SIXTH COUNTERCLAIM**  
**(BREACH OF CONTRACT)** [REDACTED]

120. K.Mizra incorporates by reference and re-alleges the above paragraphs of this Answer, as if fully set forth herein.

121. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 121 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 121 of the Amended Counterclaims.

122. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 122 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 122 of the Amended Counterclaims.

123. K.Mizra denies the allegations of Paragraph 123 of the Amended Counterclaims.

124. K.Mizra denies the allegations of Paragraph 124 of the Amended Counterclaims.

125. [REDACTED]

126. [REDACTED]

[REDACTED]

127. K.Mizra denies the allegations of Paragraph 127 of the Amended Counterclaims.

128. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

129. [REDACTED]

[REDACTED]

130. K.Mizra denies the allegations of Paragraph 130 of the Amended Counterclaims.

131. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

132. [REDACTED]

133. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

134. [REDACTED]

135. [REDACTED]

136. [REDACTED]

137. K.Mizra denies the allegations of Paragraph 137 of the Amended Counterclaims.

138. K.Mizra denies the allegations of Paragraph 138 of the Amended Counterclaims.

139. K.Mizra denies the allegations of Paragraph 139 of the Amended Counterclaims.

**SEVENTH COUNTERCLAIM**  
**(DECLARATORY JUDGMENT OF COVENANT NOT TO SUE)**

140. K.Mizra incorporates by reference and re-alleges the above paragraphs of this Answer, as if fully set forth herein.

141. K.Mizra currently lacks information sufficient with which either to admit or deny the allegations of Paragraph 141 of the Amended Counterclaims and on that basis denies the allegations of Paragraph 141 of the Amended Counterclaims.

142. K.Mizra denies the allegations of Paragraph 142 of the Amended Counterclaims.

143. K.Mizra denies the allegations of Paragraph 143 of the Amended Counterclaims.

144. [REDACTED]

[REDACTED]

[REDACTED]

145. K.Mizra admits that it is the owner of the Asserted Patents. K.Mizra denies the remaining allegations of Paragraph 145 of the Amended Counterclaims, if any.

146. [REDACTED]

147. [REDACTED]

148. [REDACTED]

149. [REDACTED]

150. K.Mizra denies the allegations of Paragraph 150 of the Amended Counterclaims.

151. K.Mizra denies the allegations of Paragraph 151 of the Amended Counterclaims.

152. K.Mizra admits that there is an actual controversy but denies the remaining allegations of Paragraph 152 of the Amended Counterclaims, if any.

153. K.Mizra admits that there is an actual controversy but denies the remaining allegations of Paragraph 153 of the Amended Counterclaims, if any.

154. The allegations in Paragraph 154 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 154 of the Amended Counterclaims, those allegations are denied.

155. The allegations in Paragraph 155 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 155 of the Amended Counterclaims, those allegations are denied.

156. The allegations in Paragraph 156 of the Amended Counterclaims contain legal conclusions to which no answer is required. To the extent that there are any factual allegations in Paragraph 156 of the Amended Counterclaims, those allegations are denied.

**DEFENDANTS' REQUEST FOR RELIEF**

K.Mizra denies that Counterclaim Plaintiffs are entitled to any relief whatsoever from K.Mizra or the Court, either as prayed for in the Amended Counterclaims or otherwise. To the extent that Counter Plaintiff's Prayer for Relief is interpreted to contain any factual allegations, K.Mizra denies them.

Dated: May 15, 2023

Respectfully submitted,

By: /s/ Paul S. Cha

Claire Abernathy Henry  
Texas Bar No. 24053063  
Andrea Leigh Fair  
Texas Bar No. 24078488  
Charles Everingham IV  
Texas Bar No. 00787447  
Ward, Smith & Hill, PLLC  
1507 Bill Owens Parkway  
Longview, TX 75604  
Telephone: (903) 757-6400  
Email: [claire@wsfirm.com](mailto:claire@wsfirm.com)  
[andrea@wsfirm.com](mailto:andrea@wsfirm.com)  
[ce@wsfirm.com](mailto:ce@wsfirm.com)

Robert R. Brunelli  
CO State Bar No. 20070  
[rbrunelli@sheridanross.com](mailto:rbrunelli@sheridanross.com)  
Paul Sung Cha\*  
CO State Bar No. 34811  
[pscha@sheridanross.com](mailto:pscha@sheridanross.com)  
Patricia Y. Ho  
CO State Bar No. 38013  
[pho@sheridanross.com](mailto:pho@sheridanross.com)  
Matthew C. Holohan  
CO State Bar No. 40996  
[mholohan@sheridanross.com](mailto:mholohan@sheridanross.com)  
Bart A. Starr  
CO State Bar No. 50446  
[bstarr@sheridanross.com](mailto:bstarr@sheridanross.com)  
Angela J. Bubis\*  
CO State Bar No. 58144  
[abubis@sheridanross.com](mailto:abubis@sheridanross.com)  
Briana D. Long\*  
CO State Bar No. 57914  
[blong@sheridanross.com](mailto:blong@sheridanross.com)  
SHERIDAN ROSS P.C.  
1560 Broadway, Suite 1200  
Denver, Colorado 80202-5141  
Tel: (303) 863-9700  
E-mail: [litigation@sheridanross.com](mailto:litigation@sheridanross.com)

*\*Admitted pro hac vice*  
*Attorneys for Plaintiff K.Mizra LLC*

  
**CERTIFICATE OF SERVICE**

The undersigned certifies that, on May 15, 2023, all counsel of record who have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system pursuant to Local Rule CV-5(a)(3).

/s/ Paul S. Cha

Paul Sung Cha\*

CO State Bar No. 34811

pscha@sheridanross.com

SHERIDAN ROSS P.C.

1560 Broadway, Suite 1200

Denver, Colorado 80202-5141

Tel: (303) 863-9700

E-mail: litigation@sheridanross.com

*\*Admitted pro hac vice*

*Attorney for Plaintiff K.Mizra LLC*

  
  
  
  
  
  
